



REQUEST FOR PROPOSALS

For

**Professional Tree Trimming
Services Contract
West Dundee, Illinois**

**DEADLINE 10:00 a.m. on
Wednesday, March 14, 2018**

PUBLIC NOTICE

VILLAGE OF WEST DUNDEE, ILLINOIS

REQUEST FOR PROPOSALS

PROFESSIONAL TREE TRIMMING SERVICES CONTRACT

The Village of West Dundee, Kane County, Illinois, does hereby invite Proposals for a Professional Tree Trimming Services Contract for the Village of West Dundee, IL.

Proposals will be received by the Director of Public Works, Village of West Dundee, 900 Angle Tarn, West Dundee, Illinois 60118, until Wednesday, March 14, 2018 at 10:00 a.m. local time. Proposals shall be submitted in a sealed envelope marked with the phrase "Professional Tree Trimming Services Contract," the Proposing Firm's name and address. It is the responsibility of the Proposing Firm to meet the specified opening time; any Proposals not so received may be returned unopened at the discretion of the Village.

Proposals shall be prepared and submitted in accordance with the Instructions for Proposals and other Proposal documents available from the Village. Specifications may be obtained from the Office of the Village Clerk, 102 South Second Street, West Dundee, Illinois, or the Department of Public Works, 900 Angle Tarn, West Dundee, Illinois. Further information concerning this process may be obtained by contacting the Department of Public Works at (847) 551-3815.

The Village of West Dundee reserves the right to modify and waive any and all informalities or technicalities, or to reject any and all Proposals and/or parts thereof, and to accept that Proposal which it deems most favorable to the Village.

By order of the President and Board of Trustees of the Village of West Dundee.



SPECIFICATIONS FOR:
PROFESSIONAL TREE TRIMMING SERVICES CONTRACT
TARTANS GLEN SUBDIVISION

Village of West Dundee Public Works • 900 Angle Tarn, West Dundee, IL 60118

Village Contact: Eric Babcock, Director of Public Works

Office Phone: 847-551-3815 • **Email:** ebabcock@wdundee.org

The Village of West Dundee is soliciting proposals for a Professional Tree Trimming Services Contract for a specified location within corporate boundaries of the Village of West Dundee with the option for additional areas. The services requested are outlined in the following specifications:

SERVICE LOCATION

As part of this Contract, the Village of West Dundee is planning to conduct parkway tree trimming in the Tartans Glen Subdivision, bordered by Huntley Road on the north, IL Route 72 on the south, Edinburgh Lane on the east, and Sleepy Hollow Road on the west.

Additional areas within the Tartans Glen Subdivision are also being considered and they are listed as Option Area I and Option Area II. See attached map and list.

CONTRACTOR RESPONSIBILITIES - SCOPE OF SERVICES

The professional tree trimming services requested by the Village are as follows, which the contractor will be asked to indicate individual prices for in the Bid Form below:

- All pruning shall follow the ANSI A300-2001 Pruning Standard and the ISA's Tree Pruning Guidelines for the purpose of crown cleaning, crown thinning, crown raising, and structure development.
- All pruning shall improve the appearance of the trees, maintaining the crown shape and symmetry typical of the species at its size and age with an emphasis on the following:
 - Crown cleaning to remove all dead, dying, diseased, crowded, weakly attached and low-vigor branches.
 - Crown thinning to selectively remove and/or prune branches back to large laterals to increase light penetration and air movement through the crown. After crown thinning, trees and branches shall have foliage and mechanical stress evenly distributed along a branch and throughout the crown.
 - Crown raising/clearance to remove lower branches where practical to obtain an eventual full foliage height clearance of fifteen (15) feet on the street side of the tree and approximately ten (10) feet on the sidewalk or pedestrian side of the tree. All work shall always maintain the crown shape and symmetry typical of the species being pruned. If a tree is near a building, branches shall be pruned to clear the building by approximately ten (10) feet. Pruning may include heading cuts on lower limbs or thinning cuts to lighten lower branch loads to achieve clearance if complete branch removal is not practical.

- Pruning for structure such that if a scaffold branch is large in diameter and competes with the leader, that this scaffold branch be headed back to a lateral and/or thinned to obtain a balanced crown shape overall.
- Pruning to remove all interior crowding branches, and one of all crossed or rubbing branches where practical so the removal thereof will not leave large holes in the general form of the tree.
- Pruning to remove one branch of all structurally weak "V" crotches occurring along the main trunk or developing within young tree crowns. Special attention shall be given to the effect removal of such branches will have on the ultimate form of the tree.
- Pruning to remove trunk suckers and water sprouts especially where they are present below the bottomed one half (1/2) of the tree. Such branches that add to the shape of the tree above 14 feet may remain in mature trees which may not have an optimum tree crown or shape.
- All Final cuts shall be "collar cuts" made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. The face of the "collar cut" or wound area shall be circular in form. "Flush" cuts to the main stem behind the branch collar and that leave oval exposed wounds shall not be made. Cuts shall be made such that all wound sides are even edged and do not leave "dog ear" ridges on one side or another. Clean cuts shall be made at all times without leaving any stubs.
- All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the wood or bark on the parent or remaining stem. Large limbs shall be cut using the three-cut pruning manner as to prevent any damage to real or personal property, publicly or privately owned.
- Proper tools for pruning shall be used for each cut. Blades of each tool, including hand pruners, pole saws, hand saws, and chain saws, shall be placed on each branch to obtain the proper pruning cut. This shall be done in a way that will not cut, rip, or harm adjacent bark areas.
- No person working in trees shall use shoes with spikes, or any other footwear, which will, in the opinion of the Village Director of Municipal Services or his designee, injure the tree being pruned. At no time shall any person working in the trees for pruning purposes, wear spurs or climbing irons.

CONTRACTOR RESPONSIBILITIES - SITE CLEANLINESS, SAFETY, ORDINANCES AND REGULATIONS

- The contractor will remove all project-related landscape waste and debris from each work site promptly at the conclusion of the job and dispose of it properly. Site cleanup and waste disposal shall be included in the contractor's proposal prices.
- In no case will brush or logs be allowed to remain on the parkway over a weekend. The Village will not accept any clean wood chips from this project.
- The contractor is responsible for work site safety while performing work for the Village of West Dundee and will comply with all OSHA standards and State requirements.
- All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1.
- The contractor shall arrange to keep streets and sidewalks open for vehicular and pedestrian traffic at all times, and to provide proper traffic control devices in accordance with the Illinois Manual on Uniform Traffic Control Devices on Village, County, or State roadways. The contractor shall remove all surplus materials and debris from the streets as the work progresses so that the public may have the use of the streets at all times.
- The contractor shall observe all ordinances in relation to obstructing streets or driveways, maintaining signals, keeping open passageways, and protecting same where exposed and generally to observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these specifications.

- No vehicles of any kind shall be placed, parked, or operated upon or over any sodded areas at any time, except as authorized by the Contract Administrator.
- Hours of Operation - the contractor will hold to Village noise ordinance (Ord. 99-26, 11-15-1999) between the hours of seven o'clock (7:00) A.M. and eight thirty o'clock (8:30) P.M. Monday through Friday.

MEETING BEFORE WORK BEGINS

- It is mandatory that the contractor meets with the Senior Crew Leader prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

DAMAGE TO PUBLIC OR PRIVATE PROPERTY

- Any damage of public or private property caused by the contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of the Village. The contractor shall inform the Village of any damage caused by the contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the contractor such cost as may be reasonable and related to damaged caused by the contractor, and deduct these costs from any payment due the contractor.

STARTING AND COMPLETION REQUIREMENTS

- Work shall begin on or about April 1, 2018 or at a time mutually agreed upon by the Contractor and the Village Director of Public Works. All work shall be completed prior to April 30th, 2018.

BASIS OF PAYMENT

- Payment shall be made on a lump-sum basis for each work area, and processed upon completion of work which is done to the satisfaction of the Village and in accordance with these specifications.

ADDITIONAL CONSIDERATIONS

- Proposal prices shall include all costs for labor, materials, equipment, fuel, fuel surcharges and all other considerations required to complete the work as outlined in the specifications. The Village will not be charged for anything beyond the indicated proposal prices without prior staff approval and the execution of a change order subject to the approval of the Village President and Board of Trustees.
- The Village of West Dundee is a tax free entity. Proposal prices shall not include tax. A copy of the Village of West Dundee tax-exempt certificate is available upon request.
- General questions or site visits can be coordinated with Mike Kirk, Senior Crew Leader at 847-551-3815 or via email at mkirk@wdundee.org.

BASE BID AREA I (Indicated in Orange on the Attached Map)

1	Glenmoor Drive	2	Malcolm Lane
3	Green Castle Court	4	Campbell Court
5	Castle Rock Court	6	MacGregor Court
7	Stewart Lane	8	Prestwick Court

ADDITIONAL / OPTIONAL AREA II (Indicated in Purple on the Attached Map)

1	Lindsay Lane	2	Lindsay Court
3	Edinburgh Lane		

ADDITIONAL / OPTIONAL AREA III (Indicated in Yellow on the Attached Map)

1	Tartans Drive	2	Tartans Court
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PARKWAY TREE TRIMMING AREA MAP





VILLAGE OF WEST DUNDEE

INSTRUCTIONS FOR PROPOSALS

The general rules and conditions, which follow apply to all Proposals requested and accepted by the Village of West Dundee unless otherwise specified in writing.

1. Invitation for Proposals

The Village intends to enter into a contract with a qualified and responsible firm for the provision of the product or service identified on the Request for Proposals, and accordingly is furnishing a set of specifications by which such a Proposal shall be evaluated. That set of specifications and all accompanying documents is also referred to as a "Proposal Package."

2. Proposal Documents

Any person or firm desiring to submit a Proposal for the product or service described in the identified Proposal Package shall submit Proposals following the applicable instructions and format of the documents of the Proposal Package as provided or stated therein.

3. Proposal Package

A typical Proposal Package consists of a) a Request for Proposals, b) Instructions for Proposals, c) Proposal Form, and d) Specifications. The Specifications may consist of documents and drawings, which will be identified. However, each prospective Proposal is hereby instructed to ensure that it has a reasonable opportunity to submit a complete Proposal. The Village hereby issues a disclaimer that this clause is not a substitute for the careful reading of and response to all documents by the Proposing Firm.

4. Investigation by Prospective Proposing Firms

It shall be the responsibility of the Proposing Firm to thoroughly read and understand the information, instructions, specifications, and requirements. Proposing Firms are expected to fully inform themselves as to the requirements for the provision of the specified goods or services before submitting Proposals. Failure to do so is at the risk of the Proposing Firm. No plea of error or plea of ignorance by the Proposing Firm of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposing Firm to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village. The submission of a Proposal means that the Proposing Firm has familiarized itself with all conditions, requirements, and specifications, and intends to comply with them (unless specifically noted otherwise in writing) without exception.

5. Proper Completion of Proposal Documents

Proposal documents must be signed by an officer or employee of the Proposing Firm having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a Proposal, the signatures must be attested to by the Corporate Secretary or other authorized officer of the corporation.

All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures or error corrections must be initialed in ink.

6. Proposal Delivery Procedures

Sealed Proposals shall be delivered to the office of the Director of Public Works, Village of West Dundee, 900 Angle Tarn, West Dundee, IL 60118, by no later than Wednesday, March 14, 2018 by 10:00 a.m. Sealed envelopes should be clearly labeled with "Professional Tree Trimming Services Contract", and include the following information: contact name and address; date and time of Proposal opening. If sent by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the Director of Public Works at the location stated in this paragraph.

Separate Proposals for multi-part purchases or projects shall be submitted, each clearly labeled as provided above.

Only one (1) Proposal need be submitted, which must be an original, unless the specifications require additional photocopies thereof.

Proposals received prior to the specified time of opening will be securely kept, unopened. The Director of Public Works or his/her designee, whose duty it is to open them, will announce when the specified time has arrived, and no Proposal received after Wednesday, March 14, 2018 by 10:00 a.m. shall be considered. No responsibility shall be attached to the Director of Public Works, his/her designee, or the Village, for the premature opening or non-opening of a Proposal not properly addressed and identified, except as otherwise provided by law.

Proposals arriving after the specified time of opening, whether sent by mail, courier, or in person, may not be accepted. These Proposals may either be refused or will be returned unopened. It is the Proposing Firms' responsibility for timely delivery regardless of the methods used. Mailed Proposals which are delivered after the specified time of opening may not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted Proposals are prohibited, nor will the Village transmit Proposal documents to prospective Proposing Firms by way of a facsimile machine, except for any addenda issued as more specifically provided for in Section 10 of this document and, if applicable, in the specifications.

7. Withdrawals and Declinations

A written request for the withdrawal of a Proposal may be granted if the request is received by the Director of Public Works or his/her designee prior to the specified time of opening. After

the opening, the Proposing Firm cannot withdraw or cancel its Proposal for a period of sixty (60) calendar days, and such Proposals will be binding during that time.

Prospective Proposing Firms that decline to submit a Proposal are requested to so notify the Village in writing, and to indicate if they would like their name to be kept on a future project list. However, this is not mandatory.

8. Non-Acceptance of Proposals

No Proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or who has failed to satisfactorily perform any previous contract with the Village.

9. Proposal Opening Procedures

The opening of all Proposals shall commence immediately after the stated delivery date and time deadline in the Request for Proposals, in the Public Works Conference Room, 900 Angle Tarn, West Dundee, Illinois and all prices shall be publicly read or posted. The opening and reading of all Proposals shall, however, be subject to the Village's rules regarding bonds and any other applicable regulations, as well as the requirements of this document. All prospective Proposing Firms and the public may attend the Proposal opening.

10. Proposal Review Procedures

After Proposal opening is completed, the Village will then take all Proposals under review. The Village will generally endeavor to complete its evaluation of Proposals and render a decision within sixty (60) days after the opening of Proposals. The Village may need to extend the decision deadline if the complexity of a project or product purchase warrants an extension. The Village will so inform the submitted Proposal Firms.

11. Competency of Proposing Firms

The opening and reading or posting of Proposals shall not be construed as acceptance by the Village of the Proposing Firms as being qualified, responsible candidates. The Village reserves the right to determine the competence, financial and operational capacity of Proposal firm. Upon request by the Village, the Proposing Firm shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services or furnish the product required by the Specifications. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

12. Pre-Proposal Meetings

If a Pre-Proposal Meeting will occur, the parameters under which it will be held will be listed in the Specifications.

13. Questions and Addenda

If upon review of the Proposal package, a prospective Proposing Firm has any questions; such questions must be put in writing and shall be directed to the staff person identified in the Specifications. The written questions, along with the Village's responses, shall be circulated to all known prospective Proposing Firms without identifying the party submitting the questions. The date and time cut-off for receipt of additional questions shall be as listed in the Specifications in order to adequately facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Replies and/or addenda will be provided to all known prospective Proposing Firms by the date and time listed in the Specifications.

The same procedure applies if a Pre-Proposal Meeting occurs that is not mandatory. If a Pre-Proposal Meeting occurs that is mandatory, no addendum will be issued specifically from that forum.

Receipt of any addenda must be acknowledged in writing as part of the Proposal on the Proposal Form. Prospective Proposing Firms shall be responsible for ensuring that they have received any and all addenda. The Village shall not assume responsibility for the receipt by a prospective Proposing Firm of any addenda.

14. State of Illinois Requirements

The State of Illinois governs certain aspects of bidding as follows:

A. **Interference with Public Contracting.** Illinois State Statutes 720 ILCS 5/33E state that it is unlawful to participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statutes require that a certification be submitted by a Proposing Firm specifically attesting to the provisions of Subsections 33E-3 and 33E-4.

B. **Tax Delinquency.** Illinois State Statutes 65 ILCS 5/11-42-1 state that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the State of Illinois Department of Revenue unless the individual or entity is contesting the amount and/or liability in accordance with the procedures established by the appropriate revenue act. The statutes require that a certification be submitted by a Proposing Firm attesting to Section 11.42.1-1.

C. **Sexual Harassment.** Illinois State Statutes 775 ILCS 5/2-105 requires that any party to a public contract must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the Proposal, but the Proposing Firm must have one in order to receive a contract.

All prospective Proposing Firms are obligated to be aware of these requirements prior to deciding as to whether or not they will submit a Proposal.

For the convenience of Proposing Firms, a certification statement consolidating all of the above requirements has been prepared. The enclosed Certification Form must therefore be signed

and submitted in order for a Proposal to be considered. NOTE: IT IS NECESSARY THAT THIS BE DONE UNDER OATH. THEREFORE THIS FORM MUST BE NOTARIZED.

In addition, all other Federal and State Laws shall be observed where applicable, including but not limited to:

..Illinois Human Rights Act [775 ILCS 5/1-101 et seq.]

..Public Works Employment Discrimination Act [775 ILCS 10/0.01 et, seq]

..Illinois Blacklist Trade Law [775 ILCS 15/1 et, seq.]

..Prevailing Wage Act [820 ILCS 130/0.01 et, seq.]

15. Rejection; Waivers

The Village of West Dundee unequivocally reserves the sole right to reject any and all Proposals; waive formalities, technical deficiencies and irregularities; solicit new Proposals; or otherwise solicit Proposals or quotations if some other manner of negotiation better serves its interests. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

16. Alternates and Substitutes

The Village of West Dundee unequivocally reserves the sole right to accept or reject any and all alternates and to judge whether or not any alternate or substitute is of equivalent or better quality. Its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

17. Award of Contract

A. Authority of the Village: The Village Board shall have the authority to award contracts.

B. Lowest Responsible Proposal: A contract for the described product or service shall be awarded to the lowest responsible Proposing Firm whose Proposal will be on an overall basis most advantageous to and in the best interests of the Village of West Dundee to accept. In awarding the contract, in addition to price, the Village Board shall consider, including but not limited to, the following factors:

- 1) The ability, capacity, and skill of the firm to perform the contract and to provide the service or product required;
- 2) Whether the firm can perform the contract or provide the service or product promptly, or within the time specified, without delay or interference;
- 3) The character, integrity, reputation, judgment, experience and efficiency of the firm;

- 4) The quality of the performance of previous contracts, services, or products;
- 5) The previous and existing compliance by the firm with laws and ordinances relating to the contract, service, or product;
- 6) The sufficiency of the financial resources and ability of the firm to perform the contract, or provide the service or product;
- 7) The quality, availability, and adaptability of the supplies or contractual services that the particular use requires;
- 8) The quality of the service itself, or the quality and durability of the product itself;
- 9) The ability of the Proposing Firm to provide future maintenance and service for the use of the subject of the contract;
- 10) The number and scope of conditions attached to the Proposal by the firm; and
- 11) Conformance to specifications.

Any or all of the above factors as well as price will be considered as elements of a responsible Proposal at the sole discretion of the Village. The Village Board's decision shall be final and not subject to recourse by any person, firm, or corporation.

18. Samples and Demonstrations

Evidence in and the like may be requested or required. If so, such will be listed in the Specifications. Such samples and demonstrations are to be furnished after the Proposal opening only upon the request of the Village unless otherwise stated in the Specifications.

19. Pricing and Taxes

Unit prices shall be shown as applicable for each unit on which there is a Proposal, and shall include all packing, crating, handling, freight, shipping, and delivery charges, as well as the cost of unloading at the destination unless otherwise stated in the specification. The Specifications will indicate the appropriate delivery address.

Prices shall not include any local, State, or Federal Taxes. The Village of West Dundee is exempt by law, from paying State Retailer's or Service Occupation Taxes, Federal Excise Taxes, and similar taxes.

Cash discounts will not be considered in determining the overall price in a Proposal, but may be used in an overall evaluation.

20. Errors in Proposals

When an error is made in extending total prices in a Proposal when a Proposal consists of both unit prices and totals, the unit Proposal price will govern. Otherwise, the firm is not relieved from errors in Proposal preparation.

21. Insurance

A. The Proposing Firm shall indemnify, keep and save harmless the Village of West Dundee and its respective officers, agents and employees against all suits or claims that may be based on any injury and/or death to persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or his employees; and the Proposing Firm shall, at its own expense, defend any and all such actions and shall pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the Village of West Dundee or any of its respective officers, agents or employees in any such action, the Proposing Firm shall, at its expense, satisfy and discharge the same.

B. The Proposing Firm shall at its own expense obtain and maintain during the life of this contract, Public Liability and Property Damage Insurance, which shall protect the contractor, the Village of West Dundee and its respective officers, agents and employees, and shall also protect any sub-contractors performing work under this contract, from claims for damages for personal injury (including accidental death) as well as from claims for property damages which may arise from the performance of work under this contract or by any sub-contractor or by anyone directly or indirectly employed by the Proposing Firm or by any sub-contractor, and the amounts of such insurance shall be as follows:

C. The Proposing Firm shall maintain limits no less than the following:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 3) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 4) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

- 5) Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- 6) Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

D. The Proposing Firm, at its own expense, shall also obtain and maintain Workmen's Compensation and Employer's Liability Insurance for all its employees engaged in the work under this contract, in accordance with the laws of the State of Illinois. The Proposing Firm shall require each of his sub-contractors to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees engaged on such sub-contracts. If any class of employees engaged on work under the contract is not protected under Workmen's Compensation Statute, the Proposing Firm shall provide similar protection for these employees in amounts not less than the legal requirements. The amount of Employer's Liability Insurance for the Proposing Firm and each of its sub-contractors shall be not less than \$500,000 for each employee.

E. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. The Proposing Firm shall furnish the Village of West Dundee with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insured's, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The attached Additional Insured Endorsement shall be provided to the insurer for their use in providing coverage to the additional insured. The Village reserves the right to request full certified copies of the insurance policies and endorsements.



PROPOSAL FORM

PROFESSIONAL TREE TRIMMING SERVICES CONTRACT

ONE ORIGINAL PROPOSAL SHALL BE SUBMITTED

Submit Proposals to:

Village of West Dundee
900 Angle Tarn
West Dundee, IL 60118

Proposals Deadline: Wednesday, March 14, 2018 at 10:00 a.m.

Date: _____

Contact Name: _____

Email Address: _____

Official Mailing Address: _____

City/State/Zip Code: _____

Phone No. (include area code): _____

Fax No. (include area code): _____

Business Address (if different): _____

City/State/Zip Code: _____

1. The undersigned Proposing Firm proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to furnish all labor, materials, tools, and services required for a Professional Tree Trimming Services Contract for the Village of West Dundee, Kane County, Illinois, all in accordance with the Proposal Documents and attached specifications.
2. Proposing Firm accepts all of the terms and conditions of the Advertisement for Proposals and Proposal Instructions without limitation. This Proposal will remain open for 90 days after the date of Proposal opening or for such longer period of time that

The Proposing Firm may agree to in writing upon request of Owner. The Proposing Firm will sign and submit the Agreement and other documents required by the Proposal Documents within 15 days after the date of Owner's Notice of Award.

3. In submitting this Proposal, The Proposing Firm represents, as set forth in the Agreement, that:
 - a. The Proposing Firm has examined copies of all the Proposal Documents.
 - b. The Proposing Firm is familiar with the nature and extent of the Proposal Documents, work, site, locality, and all local conditions and legal and regulatory requirements that in any manner may affect cost, progress, performance, or furnishing of the work, and has made such independent investigations as The Proposing Firm deems necessary.
 - c. The Proposing Firm has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by The Proposing Firm, including applying the specific means, methods, techniques, sequences, and procedures of service expressly required by the Proposal Documents to be employed by The Proposing Firm, and safety precautions and programs incident thereto.
 - d. The Proposing Firm does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the work at the Proposal price and within the times and in accordance with the other terms and conditions of the Proposal Documents.
 - e. The Proposing Firm has correlated the information known to The Proposing Firm, information and observations obtained from visits to the site, specifications identified in the Proposal Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Proposal Documents.
 - f. The Proposing Firm has given the Village of West Dundee written notice of all conflicts, errors, ambiguities, or discrepancies that The Proposing Firm has discovered in the Proposal Documents, and the written resolution thereof by the Village of West Dundee is acceptable to The Proposing Firm.

- g. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the work for which this Proposal is submitted.
- h. This Proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; The Proposing Firm has not directly or indirectly induced or solicited any other Proposing Firm to submit a false or sham Proposal; The Proposing Firm has not solicited or induced any person, firm, or a corporation to refrain from submitting a Proposal; and The Proposing Firm has not sought by collusion to obtain for itself any advantage over any other Proposing Firm or over Owner.
- i. By submission of the Proposal, The Proposing Firm certifies, and in the case of a Joint Proposal each party thereto certifies as to his own organization, that in connection with the Proposal:
 - i. The prices in the Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposing Firm or with any competitor.
 - ii. Unless otherwise required by law, the prices which have been quoted in the Proposal have not knowingly been disclosed by the Proposing Firm, prior to opening, directly, or indirectly to any other Proposing Firm or to any competitor.
 - iii. No attempt has been made or will be made by the Proposing Firm to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
 - iv. The Proposing Firm is not barred from contracting with the Owner as a result of a violation.

4. In accordance with the complete specifications, including but not limited to, the Invitation to Proposal, Instructions for Proposals, Proposal Form, Specifications, Drawings, and any supplementary documents contained in the proposal package, including any addenda issued subsequently, the following amount constitutes as a total sum of the proposal:

	COST PER AREA
Tree Trimming	
Base Bid Area I	

TOTAL COST FOR BASE BID AREA \$ _____

Please write out the total proposal in words, i.e. \$722.00 should be written out as 'seven hundred twenty-two and 00/100 dollars'.

_____ AND _____/100 DOLLARS

ALTERNATE: (per specifications)

	COST PER AREA
Tree Trimming	
Additional / Optional Area II	
Tree Trimming	
Additional / Optional Area III	

5. The Proposing Firm agrees that upon request by the Village of West Dundee, the Proposing Firm shall begin the Specified Work within an agreed period of time between the parties and that the Proposing Firm shall, in no more than 24 hours, acknowledge receipt of requested services in writing.

6. The person signing this Proposal certifies that: (Check applicable box)
- a. He/She is the person in the Proposing Firm's organization responsible within that organization for the decision as to the prices being Proposal and that he/she has not participated, and will not participate, in any action contrary to that above; or

(EXAMPLE)

ACORD TM		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) Completed
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
Fully Completed		INSURERS AFFORDING COVERAGE			NAIC #	
INSURED		INSURER A: Name of Insurance Company			Completed	
Fully Completed		INSURER B: Name of Insurance Company			Completed	
		INSURER C: Name of Insurance Company			Completed	
		INSURER D: Name of Insurance Company			Completed	
		INSURER E: Name of Insurance Company			Completed	
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED) <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occur.) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ per request AGGREGATE \$ per request
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DIESEASE-POLICY LIMIT \$ 500,000
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.						
CERTIFICATE HOLDER				CANCELLATION		
Additional Insured: Member, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT		

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endorse. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

PROPOSAL CERTIFICATION FORM

The undersigned, being an authorized representative of the Proposing Firm, hereby certifies in accordance with Illinois State Statutes 720 ILCS 5/33E-11 that the Proposing Firm is not barred from submitting a Proposal for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Illinois State Statutes 720 ILCS 5/33E - "Public Contracts" concerning Proposal rigging, Proposal rotating, kickbacks, bribery, and other interference with public contracts.

The undersigned hereby also certifies that this Proposal is genuine and not collusive or sham; that said Proposing Firm has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposing Firm or person, to put in a sham Proposal or to refrain from submitting a Proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said Proposal, or that of any other Proposing Firm, or to secure any advantage against any other Proposing Firm or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with Illinois State Statutes 65ILCS 5/11-42.1-1 that the Proposing Firm is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby also certifies in accordance with Illinois State Statutes 775 ILCS 5/2-105 that the Proposing Firm has an adopted "Sexual Harassment Policy" consistent with the provisions of 775 ILCS 5/2-105.

Dated at _____

This ____ day of _____, 20____

By: _____
(Signature)

Its: _____
(Title)

_____, being duly sworn, deposes and say

that he/she is the _____ of _____

and that the statement above is true and correct.

Subscribed and sworn before me this ____ day of _____ 20____

Notary Public



VILLAGE OF WEST DUNDEE

CONTRACT

1. THIS AGREEMENT, made and concluded this _____ day of _____, 2018, between the VILLAGE OF WEST DUNDEE, acting by and through the Board of Trustees, known as the party of the first part, and _____, his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the Specifications hereinafter described and in full compliance with this agreement and the requirements of the Director of Public Works under it.

3. And it is also understood and agreed that the Specifications hereto attached, for the Professional Tree Care Services Contract are all essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Village of West Dundee

Attest: Barbara Traver, Village Clerk

Joseph A. Cavallaro, Village Manager

For the Contractor

By _____
Attest: (Title)

President

REFERENCE SUBMITTAL

All Proposing Firms are required to furnish three (3) references for municipal clients who presently are using equipment and services similar to that proposed by the Proposing Firm.

Firm: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____/_____

Firm: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____/_____

Firm: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____/_____
